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15 UNITED STATES BANKRUPTCY COURT
16 WESTERN DISTRICT OF WASHINGTON
17 AT SEATTLE
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20 In re

Case No. 14-10421-MLB

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22 CASEY R. INGELS,

23 Debtor.
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28 JOHN S. PETERSON, as Bankruptcy Trustee,

Adversary No. 14-01387-MLB

29 Plaintiff,
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32 vs.

ORDER GRANTING AMENDED MOTION
IN LIMINE IN PART AND DENYING IN
PART

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34 CASEY R. INGELS,

35 Defendant.
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40 THIS MATTER having come before the Court on the Defendant's Amended
41 Motion in Limine; and the Court having reviewed the motion; now, therefore it is
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44 ORDERED:
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46 1. Plaintiff John Peterson will be permitted to testify at trial;
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ORDER GRANTING MOTION IN LIMINE - 1

THE TRACY LAW GROUP, PLLC
720 Olive Way, Suite 1000
Seattle, WA 98101
206-624-9894 phone / 206-624-8598 fax

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2. Plaintiff's Complaint shall be limited to the following factual allegations of false oaths at the 341 meeting under 11 U.S.C. § 727(a)(4)(A):

- A. Mr. Ingels established the MJ Ray Ingels Irrevocable Trust with his former spouse for the benefit of his children. The trust was funded and moved forward with. Mr. Ingels personally paid \$68,000.00 down on the Dekoven property in 2009 and had it placed in the trust. Mr. Ingels reports he had located the property and identified it as the property to be purchased for the trust. The purchase price of the property was \$680,000.00 in 2009...this was not the amount that was owed on it in 2014 as \$68,000.00 had been paid down on the property and some interest payments were made on the property by Mr. Ingles or Ms. Hanson.
- B. In addition to the \$68,000.00 down payment made on the property, Mr. Ingels made 18-24 payments on the property of approximately \$3,500/month (the monthly payment amount on the note wa \$3,762.84).
- C. Mr. Ingels failed to schedule an obligation for \$612,000.00 on the Dekoven property that he was personally responsible for. Later schedules were amended to include it as "a personal guarantee" though, in fact, Mr. Ingels alone was responsible for the obligation.
- D. Katherine Hanson is the individual who transferred the Dekoven property from the MJ Ray Ingels Trust to MJB Consulting, LLC, by Deed. Ms Hanson is identified as the person who signed the deed as "Trustee of the MJ Ray Ingels Irrevocable Trust" and as "Member of MJB Consulting, LLC."
- E. Even though questioned about Katherine Hanson immediately after being questioned about the Dekoven property during the 341 meeting, Mr. Ingels did not indicate that any payments were being made by her on the property.

/// END OF ORDER ///

Presented by:

THE TRACY LAW GROUP PLLC

By /s/ Jamie McFarlane
J. Todd Tracy, WSBA #17342
Jamie McFarlane, WSBA #41320
Attorneys for Debtor/Defendant

ORDER GRANTING MOTION IN LIMINE - 2

THE TRACY LAW GROUP PLLC
720 Olive Way, Suite 1000
Seattle, WA 98101
206-624-9894 phone / 206-624-8598 fax

1 Approved by:
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6 John S. Peterson, Plaintiff
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